

Article - Transportation

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§15–212.2.

(a) If a manufacturer, distributor, or factory branch terminates, suspends, refuses to renew, or closes a dealer's franchise or refuses to supply new vehicles to a dealer who holds a franchise, the manufacturer, distributor, or factory branch shall:

(1) Reimburse the dealer for any costs the dealer incurred for facility upgrades or alterations required by the manufacturer, distributor, or factory branch within the previous 2 years;

(2) Pay the dealer at least the dealer cost, plus any charges by the franchisor, distributor, or factory branch, for distribution, delivery, and taxes paid by the dealer, less all allowances paid to the dealer by the franchisor for any new, undamaged motor vehicles purchased within 18 months of the date of the termination, suspension, refusal to renew, closure, or refusal to supply, whether acquired from the franchisor or from another dealer of the same line make in the ordinary course of business;

(3) Pay the dealer at least the dealer acquisition cost of each new, unused, undamaged, and unsold part or accessory if the part or accessory is in the current parts catalog and is:

(i) Still in the original, resalable merchandising package and in unbroken lots; or

(ii) In the case of sheet metal, in the original packaging or a comparable substitute for the original packaging;

(4) Pay the dealer at least the fair market value of each undamaged sign owned by the dealer that bears a trademark, trade name, or commercial symbol used or claimed by the franchisor if the sign was purchased from or at the request of the franchisor;

(5) Pay the dealer at least the fair market value of all special tools and automotive service equipment owned by the dealer that were recommended and designated as special tools or equipment by the franchisor, if the tools and equipment are in useable and good condition except for normal wear and tear; and

(6) Pay the dealer at least the reasonable cost of transporting, handling, packing, and loading motor vehicle parts, signs, tools, and special equipment subject to repurchase under this section.

(b) (1) If a manufacturer of motor homes terminates or cancels a motor home dealer, the manufacturer shall reimburse the dealer, less any allowances, discounts, or rebates paid to the dealer by the manufacturer, for at least:

- (i) The total net inventory invoice costs;
- (ii) Any charges by the manufacturer for distribution delivery;
- (iii) Any inventory related taxes paid by the dealer.

and

(2) This subsection only applies to motor homes in inventory that:

- (i) Are new and untitled;
- (ii) Were acquired from the manufacturer within 18 months before the effective date of the notice of termination or cancellation;
- (iii) Have not been used, other than for demonstration purposes; and
- (iv) Have not been altered or damaged.

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